

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE AND
WILLCOX UNIFIED SCHOOL DISTRICT**

1. This Agreement is entered into, pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* between the Cochise County School Superintendent's Office (CCSSO), through the Cochise County Board of Supervisors, and the Willcox Unified School District (WUSD).

2. The CCSSO and the WUSD agree to the following terms:

- a. The CCSSO is authorized to enter into this Agreement under A.R.S. § 15-203(B) (1) and the WUSD is authorized to enter into this Agreement by virtue of A.R.S. § 15-342.13.
- b. This Agreement shall remain in effect through June 30th, 2014 unless terminated, canceled or extended as otherwise provided herein.
- c. This Agreement shall not bind nor purport to bind the CCSSO and the WUSD for any contractual commitment in excess of the original Agreement term. The CCSSO shall have the right, at its sole option, to renew the Agreement, in one-year increments.

3. **Purpose of Agreement.** The purpose of this Agreement is to make available the services of Doug Miller, to the CCSSO for one year, as an ITv Program Director for the Cochise County Education and Technology Consortium.

4. **Definitions.** "Program Director" refers to Doug Miller who, while under a contract of employment with the CCSSO, fulfills his contractual duties as the ITv Program Director, as specified for school year 2013 – 2014, and any subsequent, applicable school year in the event this Agreement is renewed or extended, as provided herein.

5. **CCSSO and WUSD Responsibilities.**

- a. The CCSSO agrees to pay \$40,000.00 to WUSD for the salary of the ITv Program Director for one year, beginning 1 July 2013 thru June 30, 2014.
- b. Doug Miller, the ITv Program Director, shall be permitted to preserve his employment contract and shall be paid by the WUSD. The WUSD shall provide Doug Miller with all monetary and negotiated fringe benefits normally provided to its full-time teaching faculty. The CCSSO shall not directly pay employee-related

benefits, including such coverage as worker's compensation; instead, the WUSD shall be considered the employer of record for such purposes.

- c. The WUSD shall provide ITv Program Director with office space, equipment, supplies, and transportation at the WUSD site

6. **CCSSO Responsibilities.** The CCSSO will reimburse the WUSD for requisite contract addenda provided to Doug Miller, over the term of this Agreement and as specified in Section 5.
a.

7. **Payment(s) to WUSD.** Total payments under this Agreement shall not exceed \$40,000 in salary, for the period July 1st, 2013 through June 30th, 2014.

8. **Agreement Modification.** This Agreement may only be modified in writing and must be signed by both parties and/or their duly authorized agents.

9. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

10. **Assignment and Delegation.** No right or interest in this Agreement shall be assigned without the written permission of the other party (and no delegation of any obligation owed, or of the performance of any obligation) without written agreement between CCSSO and WUSD.

11. **Breach.** Failure by the CCSSO and/or WUSD to provide the services/material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach by the CCSSO and/or the WUSD of this Agreement. Upon breach, either party may, at its option, cancel this Agreement after written notice to the other party. A determination to cancel this Agreement does not waive any other remedy, which either party may have pursuant to state or federal law.

12. **Confidentiality.** The CCSSO and the WUSD are required to comply with the federal Family Educational and Privacy Rights Act of 1974 as well as A.R.S. § 15-141(A).

13. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.

14. **Non-Discrimination.** The parties to this agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap or veteran status.

15. **Notices.** All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To
Willcox Unified School District
480 North Bisbee Ave
Willcox, AZ 85643
(520) 384-8600

Technical Contact:
Dr. Richard Rundhaug, Superintendent

To
COCHISE COUNTY SCHOOL
SUPERINTENDENT'S OFFICE
P.O. Drawer 208
Bisbee, AZ 85603
(520) 432-8950

Technical Contact:
Trudy Berry, County Superintendent of
Schools

16. **Termination.** Except as otherwise provided, this Agreement may be terminated by either party, by providing thirty (30) days written notice.

APPROVED:

COCHISE COUNTY:

By: _____
Ann English, Chairperson
Date: _____

APPROVED:

WILLCOX UNIFIED SCHOOL DISTRICT

By: _____
Dr. Richard Rundhaug, Superintendent
Date: _____

ATTEST:

By: _____
Arlethe Rios, Clerk
Cochise County Board of Supervisors
Date: _____

COCHISE COUNTY SCHOOL SUPERINTENDENT

By: _____
Trudy Berry, Superintendent
Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: IGA between Cochise County School Superintendent and Willcox Unified School District for Reimbursement for ITv Director

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney for Willcox Unified School District who has determined that it is in appropriate form and is within the powers and authority granted to the District.

APPROVED AS TO FORM this ____ day of _____, 2013.

By: _____
_____, Esq.
School District Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the Cochise County and the County School Superintendent.

APPROVED AS TO FORM this ____ day of _____, 2013.

By: _____
Britt Hanson, Chief Civil Deputy
Cochise County Attorney